

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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DAVID WOMACK,

Plaintiff, **STIPULATION AND  
ORDER OF SETTLEMENT  
AND DISCONTINUANCE**

-against-

CV 07-02603 (CBA)(VVP)

THE CITY OF NEW YORK, NEW YORK CITY POLICE  
DEPARTMENT, P.O. GALLAGHER, "JANE DOE" AND  
"JOHN DOE" 2 'through' 10 inclusive, the names of the last  
defendants being fictitious, the true names of the defendants  
being unknown to the plaintiff,

Defendants.  
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**WHEREAS**, plaintiff David Womack commenced this action by filing a complaint  
on or about June 27, 2007, alleging that defendants violated his constitutional rights; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's  
allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation,  
without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by  
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and  
without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff David  
Womack the sum of *Two Thousand Five Hundred Dollars (\$2,500.00)* in full satisfaction  
of all claims, including claims for costs, fees and expenses. In consideration for the

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payment of this sum, plaintiff David Womack agrees to dismissal with prejudice of all claims against defendants, and to release all defendants, and any present or former employees or agents of the City of New York, and the New York City Police Department, from any and all liability, claims, or rights of action under state or federal law arising from and contained in the complaint in this action, including claims for costs, expenses or attorneys fees.

3. Plaintiff David Womack shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above, and an Affidavit of No Liens.

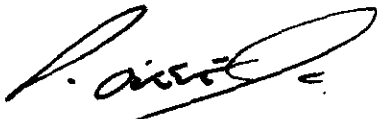
4. Nothing contained herein shall be deemed to be an admission by defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or the New York City Police Department.


6. This Stipulation and Order, comprising three typewritten pages, contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto or to vary the terms and conditions contained herein.

Dated: New York, New York  
October 12, 2007

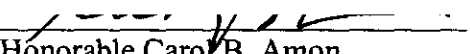
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By:   
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By:   
David M. Hazan (DH-8611)  
Assistant Corporation Counsel  
Special Federal Litigation Division

SO ORDERED: 10/16/2007

s/Hon. Carol B. Amon  
  
Honorable Carol B. Amon  
United States District Judge, E.D.N.Y.